

SERFF Tracking Number:	EMCC-125704589	State:	Arkansas
First Filing Company:	EMC Property & Casualty Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AR-CA-2008-07		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Auto		
Project Name/Number:	/		

Filing at a Glance

Companies: EMC Property & Casualty Company, EMCASCO Insurance Company, Employers Mutual Casualty Company, Union Insurance Company of Providence

Product Name: Commercial Auto	SERFF Tr Num: EMCC-125704589	State: Arkansas
TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 20.0001 Business Auto	Co Tr Num: AR-CA-2008-07	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Jo Byers	Disposition Date: 06/23/2008
	Date Submitted: 06/20/2008	Disposition Status: Approved
Effective Date Requested (New): 08/01/2008		Effective Date (New): 08/01/2008
Effective Date Requested (Renewal): 08/01/2008		Effective Date (Renewal): 08/01/2008

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Not Filed
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 06/23/2008	
State Status Changed: 06/23/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
June 20, 2008	

Commissioner of Insurance
Arkansas Insurance Department
1200 West Third St.

SERFF Tracking Number: EMCC-125704589 State: Arkansas
First Filing Company: EMC Property & Casualty Company, ... State Tracking Number: EFT \$50
Company Tracking Number: AR-CA-2008-07
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: /
Little Rock, AR 72201-1904

EMPLOYERS MUTUAL CASUALTY COMPANY – 062-21415

EMCASCO INSURANCE COMPANY – 062-21407

UNION INSURANCE COMPANY OF PROVIDENCE – 062-21423

EMC PROPERTY & CASUALTY COMPANY – 062-25186

Commercial Auto Form Revision

CA7397 (6-08) EMC Choice Equipment Dealers' Extension Industry Endorsement

Company File # AR-CA-2008-07

Effective: August 1, 2008

The captioned companies are members of Insurance Services Office and are submitting for filing a form revision applicable to policies written on or after August 1, 2008.

We currently have filed endorsement CA7397 (9-07) EMC Choice Equipment Dealers' Extension Industry Endorsement which provides several coverage extensions to equipment dealers. It has come to our attention that some equipment dealers also sell used autos or other mobile equipment such as ATVs that have a title. There is a gap in coverage with our current extension endorsement. We are amending this endorsement to include additional coverage for Title Errors and Omissions and Odometer Errors and Omissions. There is no change to the current rule or rating.

We supplement this filing with the \$50.00 filing fee (EFT), Property and Casualty Transmittal Document, a marked up version of our form for your review, and a final copy of CA7397 (6-08) EMC Choice Equipment Dealers' Extension Industry Endorsement.

We respectfully request your approval of this filing, to be applicable to policies written on or after August 1, 2008. Thank you.

Jo L. Byers, Filings Analyst
Rates and Filings Dept.
(800) 247-2128 Ext. 2707
jo.l.byers@emcins.com

SERFF Tracking Number:	EMCC-125704589	State:	Arkansas
First Filing Company:	EMC Property & Casualty Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	AR-CA-2008-07		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Auto		
Project Name/Number:	/		

Company and Contact

Filing Contact Information

Jo Byers, Filings Analyst	Jo.L.Byers@EMCIns.com
PO Box 712	(800) 247-2128 [Phone]
Des Moines, IA 50306-0712	(515) 345-2223[FAX]

Filing Company Information

EMC Property & Casualty Company	CoCode: 25186	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 63-0329091	

EMCASCO Insurance Company	CoCode: 21407	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-6070764	

Employers Mutual Casualty Company	CoCode: 21415	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-0234980	

Union Insurance Company of Providence	CoCode: 21423	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 05-0230479	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

<i>SERFF Tracking Number:</i>	<i>EMCC-125704589</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>EMC Property & Casualty Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-CA-2008-07</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>/</i>		

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMCASCO Insurance Company	\$0.00	06/20/2008	
EMC Property & Casualty Company	\$0.00	06/20/2008	
Employers Mutual Casualty Company	\$50.00	06/20/2008	21012626
Union Insurance Company of Providence	\$0.00	06/20/2008	

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<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/23/2008	06/23/2008

SERFF Tracking Number:	EMCC-125704589	State:	Arkansas
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TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Auto		
Project Name/Number:	/		

Disposition

Disposition Date: 06/23/2008
Effective Date (New): 08/01/2008
Effective Date (Renewal): 08/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	marked up form	Approved	Yes
Form	EMC Choice Equipment Dealers' Extension Industry Endorsement	Approved	Yes

SERFF Tracking Number:	EMCC-125704589	State:	Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EMC Choice Equipment Dealers' Extension Industry Endorsement	CA7397	6-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #: CA7397 (9-07) Previous Filing #:		CA7397_200806.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMC CHOICE EQUIPMENT DEALERS' INDUSTRY EXTENSION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE*

The Annual Aggregate Limit of Insurance is \$100,000 unless another limit is shown below:	
<input type="checkbox"/>	\$300,000
<input type="checkbox"/>	\$500,000
Deductible per claim:	\$ 1,000
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

A. The following is added to SECTION II – LIABILITY COVERAGE A. Coverage:

1. Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage

- a. We shall pay sums which you must pay as "damages" because of error or omission in failing to comply with:
 - (1) Any federal, state or local statute regarding accurate hourmeter readings; or
 - (2) Any federal, state or local statute regarding disclosure of prior damage.
- b. The following additional provisions apply to this coverage:
 For the purpose of Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage the word, "damages" means, and is limited to, the difference between:
 - (1) The market value of your "product" as represented when sold to your customer; and
 - (2) The market value of your "product" in the actual condition in which it existed at the time of sale.
- c. You may not abandon your "product" to us. Our payment of damages ends our duty under this insurance. However, we shall have the right and duty to defend any suit against you seeking damages on account of such error and omission, even if any of the allegations in the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any claim or suits as we deem expedient.

- d. For the purpose of Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage, coverage afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability for claims arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by you, any of your partners, officers, employees or agent or other parties in interest whether acting alone or in collusion with others.

2. Title Errors and Omissions Coverage

We will pay on your behalf all sums you become legally obligated to pay as damages because of errors or omissions in specifying loss payables on titles, for "autos" or "mobile equipment" sold by you.

For purposes of Title Errors and Omissions coverage, title means a written documentation of ownership issued by a governmental authority evidencing ownership of an "auto" or "mobile equipment."

We have the right and duty to defend any "suit" asking for these damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of claims or "suits."

3. Truth In Lending Errors And Omissions Coverage

We will pay on your behalf all sums you become legally obligated to pay as damages solely by operation of Title 1, Section 130, Civil Liability, of the Consumer Credit Protection Act (15 U.S.C.A. § 1640) because of error or omission in failing to comply with

that section of the Act or any similar state or local statute.

We have the right and duty to defend any "suit" asking for these damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of claims or "suits."

This endorsement does not apply to any criminal liability.

4. Secured Interests Errors And Omissions Liability Coverage

We will pay sums which you must pay as damages because of act, error or failure to file notice of a secured interest in accordance with any federal, state or local statute.

We have the right and duty to defend any suit against you because of error, omission or failure to file, even if the allegations are groundless, false or fraudulent. We may investigate and settle any claim or suit.

Your "employees" are included as insureds.

This endorsement does not apply to any criminal liability.

5. Equipment Dealers Insurance Agents Errors And Omissions Liability Endorsement

We will pay on your behalf all sums you become legally obligated to pay as damages because of negligent acts, errors or omissions in the conduct of your business as an "insurance agent" but only with respect to Credit Life Insurance, Credit Accident and Health Insurance placed by an insurance agent in the conduct of "garage operations".

We have the duty and right to defend any "insured" against a claim or "suit" asking for these damages. However, we have no duty under this endorsement to defend any "insured" against a "suit" seeking damages not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of judgments or settlements.

6. Odometer Statute Errors and Omissions Coverage

We will pay on your behalf all sums you become legally obligated to pay as damages solely by operation of the Federal Odometer Laws (49 U.S.C.A. § 32701 et seq.) because of error or omission in failing to comply with the Federal odometer Laws or any similar state or local statute.

For the purpose of Odometer Statute Errors and Omissions Coverage, damages means and is limited to, the difference between:

- a. The market value of the "auto" as represented when sold to your customer; and
- b. The market value of the "auto" in the actual condition which existed at the time of the sale.

Damages do not include any fines, penalties, or any other regulatory assessments levied against the "insured."

We have the right and duty to defend any "suit" asking for these damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of claims or "suits."

B. SECTION II – LIABILITY COVERAGE for the purpose of this endorsement is amended as follows:

1. Item **B. Exclusions** is amended to include the following:
 - a. Insurance afforded by this endorsement does not apply to, and we have no duty to defend, any liability or claim arising out of Section 112, Criminal Liability, of Title 1 (Truth in Lending Act) of the Consumer Protection Act (15 U.S.C.A § 1611).
 - b. Any dishonest, fraudulent, criminal, intentional or malicious act or omission by any "insured".
 - c. Claim or "suit" brought by an enterprise:
 - (1) Wholly or partly owned, operated, controlled or managed by any "insured" or
 - (2) Which owns, operates, controls or manages any "insured".
 - d. Any "accident".
 - e. Liability of others assumed by an "insured" under a contract or agreement, unless the "insured" would have been legally liable in the absence of such contract or agreement.
 - f. Libel, slander, discrimination or violations of rights of privacy by an "insured".
 - g. Any claim for mental anguish or humiliation.
 - h. Any claim made or "suit" brought as a result of any extended warranty or mechanical breakdown agreement.
 - i. Any "product related damage" claims because of recall of your "products" or "work you performed" due to a known or suspected defect or deficiency to the "products".
 - j. Any "product related damage" unless purchaser has attempted to mitigate the "loss".

- k. Any warranty of performance or warranty of fitness of contract of agreement.
- l. Willful violation or any federal, state, or municipal law, regulation, ordinance or code.
- m. "Bodily injury" or "property damage".
- n. Willful violation of an "insured contract" with an "insurer".
- o. Any claim or "suit" for commissions, taxes or the failure to collect, pay or return premiums.
- p. Any claims or "suit" arising out of the insolvency or financial inability to pay claims of any insurance company in which the "insured" has placed insurance.

2. For the purpose of this endorsement **C. Limit Of Insurance** is amended to read as follows:

The Limit of Insurance shown in the Schedule is the most we will pay for the aggregate of all damages covered under this endorsement regardless of the number of insured, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

3. For the purpose of this endorsement **D. Deductible** is replaced with the following:

- a. Our obligation to pay damages and "defense costs" on your behalf applies only to the amount of damages paid in excess of the deductible amount, stated in the Schedule.
- b. The deductible shall only be applied once per claim and shall be deducted from each claim prior to application of the Limit of Insurance provision.
- c. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion we paid.

C. SECTION V – GARAGE CONDITIONS B. General Conditions is amended as follows:

1. Paragraph **5. Other Insurance** paragraph d. is replaced with the following:

- d. Insurance provided by this endorsement is excess over any other collectible insurance.

When this endorsement and any other insurance covers on the same excess basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of the limits of all the insurance covering on the same excess basis.

2. Paragraph **8. Two Or More Coverage Forms Or Policies Issued By Us** is replaced with the following:

If insurance provided by this endorsement and any other Coverage Form, policy or

endorsement issued to you by us or any company affiliated with us apply to the same "accident", claim, "suit" or "loss", the aggregate maximum Limit of Insurance under all Coverage Forms, policies or endorsements shall not exceed the highest applicable Limit of Insurance, subject to the corresponding deductible provision, available under any one Coverage Form, policy or endorsement.

D. SECTION VI – DEFINITIONS is amended as follows:

1. For the purpose of this endorsement the following **DEFINITIONS** – are amended as follows:

B. "Auto" means a land motor vehicle, "trailer", semi trailer or "mobile equipment".

H. "Garage operations" means the ownership, maintenance or use of locations for garage operations and Equipment Dealers, including all operations necessary or incidental to garage business including Equipment Dealers.

L. "Loss" as it applies to Insurance Agents Errors and Omissions Liability Coverage, means direct physical loss or damage to property or monetary loss to a claimant because of any act, error or omission arising out of your business as an "insurance agent". This insurance applies only in connection with "auto" Physical Damage Insurance, Credit Life Insurance or Credit Accident and Health Insurance.

P. "Suit" means a civil proceeding in which damages are alleged because of "product related damage," to which this insurance applies. "Suit" includes an arbitration proceeding alleging such damages and to which you must submit or submit with our consent.

2. For the purpose of this endorsement, **DEFINITIONS** – are added as follows:

T. Paragraph T. is added as follows:

"Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- U. "Product related damage" means any claim or "suit" brought against you, by or on behalf of your customer, seeking damages arising out of the sale, service or repair of your "products". Such sale, service or repair must occur during the policy period.
- V. "Defense costs" includes and is limited to:
 - (1) All expenses we incur.
 - (2) The cost of bonds to release attachment, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$350 a day because of time off from work.
 - (4) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
 - (5) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against you we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limits of Insurance.
 - (6) Prejudgment interest awarded against the "insured" on that part of the judgment we pay.
- W. "Insurance Agent" means a person or organization properly licensed to write insurance.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	06/23/2008
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Comments:

Attachment:

pctd.pdf

Satisfied -Name:	marked up form	Review Status:	Approved	06/23/2008
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Comments:

Attachment:

CA7397_200709_marked up.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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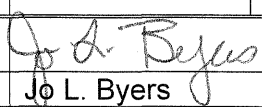
3. Group Name	Group NAIC #
EMC Insurance Companies	062

4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980
EMCASCO Insurance Company	IA	21407	42-6070764
Union Insurance Company of Providence	IA	21423	05-0230479
EMC Property & Casualty Company	IA	25186	63-0329091

5. Company Tracking Number	AR-CA-2008-07
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jo L. Byers P.O. Box 712 Des Moines, IA 50306-0712	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jo L. Byers

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	Commercial Auto
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial Auto
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 8/1/08 Renewal: 8/1/08

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	6/20/08
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-CA-2008-07
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The captioned companies are members of Insurance Services Office and are submitting for filing a form revision applicable to policies written on or after August 1, 2008.

We currently have filed endorsement CA7397 (9-07) EMC Choice Equipment Dealers Extension Industry Endorsement which provides several coverage extensions to equipment dealers. It has come to our attention that some equipment dealers also sell used autos or other mobile equipment such as ATVs that have a title. There is a gap in coverage with our current extension endorsement. We are amending this endorsement to include additional coverage for Title Errors and Omissions and Odometer Errors and Omissions. There is no change to the current rule or rating.

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22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: EFT Amount: 50.00	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AR-CA-2008-07		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		n/a		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	EMC Choice Equipment Dealers' Industry Extension	CA7397 (6-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA7397 (9-07)	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMC CHOICE EQUIPMENT DEALERS' INDUSTRY EXTENSION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE*

The Annual Aggregate Limit of Insurance is \$100,000 unless another limit is shown below:	
<input type="checkbox"/>	\$300,000
<input type="checkbox"/>	\$500,000
Deductible per claim:	\$ 1,000
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

A. The following is added to SECTION II – LIABILITY COVERAGE A. Coverage:

1. Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage

- a. We shall pay sums which you must pay as "damages" because of error or omission in failing to comply with:
 - (1) Any federal, state or local statute regarding accurate hourmeter readings; or
 - (2) Any federal, state or local statute regarding disclosure of prior damage.
- b. The following additional provisions apply to this coverage:

For the purpose of Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage the word, "damages" means, and is limited to, the difference between:

 - (1) The market value of your "product" as represented when sold to your customer; and
 - (2) The market value of your "product" in the actual condition in which it existed at the time of sale.
- c. You may not abandon your "product" to us. Our payment of damages ends our duty under this insurance. However, we shall have the right and duty to defend any suit against you seeking damages on account of such error and omission, even if any of the allegations in the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any claim or suits as we deem expedient.

- d. For the purpose of Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage, coverage afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability for claims arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by you, any of your partners, officers, employees or agent or other parties in interest whether acting alone or in collusion with others.

2. Title Errors and Omissions Coverage

We will pay on your behalf all sums you become legally obligated to pay as damages because of errors or omissions in specifying loss payables on titles, for "autos" or "mobile equipment" sold by you.

For purposes of Title Errors and Omissions coverage, title means a written documentation of ownership issued by a governmental authority evidencing ownership of an "auto" or "mobile equipment."

We have the right and duty to defend any "suit" asking for these damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of claims or "suits."

2.3. Truth In Lending Errors And Omissions Coverage

We will pay on your behalf all sums you become legally obligated to pay as damages solely by operation of Title 1, Section 130, Civil Liability, of the Consumer Credit Protection Act (15 U.S.C.A. § 1640) because of error or omission in failing to comply with

that section of the Act or any similar state or local statute.

We have the right and duty to defend any "suit" asking for these damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of claims or "suits."

This endorsement does not apply to any criminal liability.

3.4. Secured Interests Errors And Omissions Liability Coverage

We will pay sums which you must pay as damages because of act, error or failure to file notice of a secured interest in accordance with any federal, state or local statute.

We have the right and duty to defend any suit against you because of error, omission or failure to file, even if the allegations are groundless, false or fraudulent, We may investigate and settle any claim or suit.

Your "employees" are included as insureds.

This endorsement does not apply to any criminal liability.

4.5. Equipment Dealers Insurance Agents Errors And Omissions Liability Endorsement

We will pay on your behalf all sums you become legally obligated to pay as damages because of negligent acts, errors or omissions in the conduct of your business as an "insurance agent" but only with respect to Credit Life Insurance, Credit Accident and Health Insurance placed by an insurance agent in the conduct of "garage operations".

We have the duty and right to defend any "insured" against a claim or "suit" asking for these damages. However, we have no duty under this endorsement to defend any "insured" against a "suit" seeking damages not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of judgments or settlements.

6. Odometer Statute Errors and Omissions Coverage

We will pay on your behalf all sums you become legally obligated to pay as damages solely by operation of the Federal Odometer Laws (49 U.S.C.A. § 32701 et seq.) because of error or omission in failing to comply with the Federal odometer Laws or any similar state or local statute.

For the purpose of Odometer Statute Errors and Omissions Coverage, damages means and is limited to, the difference between:

a. The market value of the "auto" as represented when sold to your customer; and

b. The market value of the "auto" in the actual condition which existed at the time of the sale.

Damages do not include any fines, penalties, or any other regulatory assessments levied against the "insured."

We have the right and duty to defend any "suit" asking for these damages. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of claims or "suits."

B. SECTION II – LIABILITY COVERAGE for the purpose of this endorsement is amended as follows:

1. Item B. Exclusions is amended to include the following:

- a. Insurance afforded by this endorsement does not apply to, and we have no duty to defend, any liability or claim arising out of Section 112, Criminal Liability, of Title 1 (Truth in Lending Act) of the Consumer Protection Act (15 U.S.C.A § 1611).
- b. Any dishonest, fraudulent, criminal, intentional or malicious act or omission by any "insured".
- c. Claim or "suit" brought by an enterprise:
 - (1) Wholly or partly owned, operated, controlled or managed by any "insured" or
 - (2) Which owns, operates, controls or manages any "insured".
- d. Any "accident".
- e. Liability of others assumed by an "insured" under a contract or agreement, unless the "insured" would have been legally liable in the absence of such contract or agreement.
- f. Libel, slander, discrimination or violations of rights of privacy by an "insured".
- g. Any claim for mental anguish or humiliation.
- h. Any claim made or "suit" brought as a result of any extended warranty or mechanical breakdown agreement.
- i. Any "product related damage" claims because of recall of your "products" or "work you performed" due to a known or suspected defect or deficiency to the "products".
- j. Any "product related damage" unless purchaser has attempted to mitigate the "loss".

- k. Any warranty of performance or warranty of fitness of contract of agreement.
- l. Willful violation or any federal, state, or municipal law, regulation, ordinance or code.
- m. "Bodily injury" or "property damage".
- n. Willful violation of an "insured contract" with an "insurer".
- o. Any claim or "suit" for commissions, taxes or the failure to collect, pay or return premiums.
- p. Any claims or "suit" arising out of the insolvency or financial inability to pay claims of any insurance company in which the "insured" has placed insurance.

2. For the purpose of this endorsement **C. Limit Of Insurance** is amended to read as follows:

The Limit of Insurance shown in the Schedule is the most we will pay for the aggregate of all damages covered under this endorsement regardless of the number of insured, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

3. For the purpose of this endorsement **D. Deductible** is replaced with the following:

- a. Our obligation to pay damages and "defense costs" on your behalf applies only to the amount of damages paid in excess of the deductible amount, stated in the Schedule.
- b. The deductible shall only be applied once per claim and shall be deducted from each claim prior to application of the Limit of Insurance provision.
- c. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion we paid.

C. SECTION V – GARAGE CONDITIONS B. General Conditions is amended as follows:

1. Paragraph **5. Other Insurance** paragraph d. is replaced with the following:

- d. Insurance provided by this endorsement is excess over any other collectible insurance.

When this endorsement and any other insurance covers on the same excess basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of the limits of all the insurance covering on the same excess basis.

2. Paragraph **8. Two Or More Coverage Forms Or Policies Issued By Us** is replaced with the following:

If insurance provided by this endorsement and any other Coverage Form, policy or

endorsement issued to you by us or any company affiliated with us apply to the same "accident", claim, "suit" or "loss", the aggregate maximum Limit of Insurance under all Coverage Forms, policies or endorsements shall not exceed the highest applicable Limit of Insurance, subject to the corresponding deductible provision, available under any one Coverage Form, policy or endorsement.

D. SECTION VI – DEFINITIONS is amended as follows:

1. For the purpose of this endorsement the following **DEFINITIONS** – are amended as follows:

B. "Auto" means a land motor vehicle, "trailer", semi trailer or "mobile equipment".

H. "Garage operations" means the ownership, maintenance or use of locations for garage operations and Equipment Dealers, including all operations necessary or incidental to garage business including Equipment Dealers.

L. "Loss" as it applies to Insurance Agents Errors and Omissions Liability Coverage, means direct physical loss or damage to property or monetary loss to a claimant because of any act, error or omission arising out of your business as an "insurance agent". This insurance applies only in connection with "auto" Physical Damage Insurance, Credit Life Insurance or Credit Accident and Health Insurance.

P. "Suit" means a civil proceeding in which damages are alleged because of "product related damage," to which this insurance applies. "Suit" includes an arbitration proceeding alleging such damages and to which you must submit or submit with our consent.

2. For the purpose of this endorsement, **DEFINITIONS** – are added as follows:

T. Paragraph T. is added as follows:

"Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- U. "Product related damage" means any claim or "suit" brought against you, by or on behalf of your customer, seeking damages arising out of the sale, service or repair of your "products". Such sale, service or repair must occur during the policy period.
- V. "Defense costs" includes and is limited to:
 - (1) All expenses we incur.
 - (2) The cost of bonds to release attachment, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$350 a day because of time off from work.
- (4) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (5) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against you we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limits of Insurance.
- (6) Prejudgment interest awarded against the "insured" on that part of the judgment we pay.
- W. "Insurance Agent" means a person or organization properly licensed to write insurance.